

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COLUMBIA

THE H.D.D. COMPANY, INC., A CORPORATION
OF OREGON, an Oregon corporation,

Plaintiff,

vs.

SNC-LAVALIN CONSTRUCTORS INC., a Delaware
corporation; and NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH, PA, a
Pennsylvania corporation, Bond No. 346-142,

Defendants.

Case No. 18CV10235

COMPLAINT

(Foreclosure of Construction Lien,
Breach of Contract, Quantum Meruit,
and Private Prompt Payment)

Fee schedule: ORS 21.160(1)(d)

Claim: \$5,047,119.46

**Claim Not Subject to Mandatory
Arbitration**

GENERAL ALLEGATIONS

Plaintiff The H.D.D. Company, Inc., A Corporation of Oregon ("HDD") alleges as follows:

1.

At all material times, HDD is and was an Oregon corporation conducting business in
Columbia County, Oregon and properly licensed and endorsed as a construction contractor in
the State of Oregon.

2.

At all material times, defendant SNC-Lavalin Constructors Inc. ("SNC-Lavalin") is and was
a Delaware corporation conducting business in Columbia County, Oregon.

///

1 3.

2 At all material times, defendant SNC-Lavalin was the general contractor for a project
3 commonly known as the North Mist Expansion project, located in Columbia County, Oregon,
4 and more fully described in Exhibit 1 attached hereto (the "Property").

5 4.

6 At all material times, defendant National Union Fire Insurance Company of Pittsburgh,
7 PA ("NUFIC") was and is a Pennsylvania corporation transacting business as a surety in the State
8 of Oregon. NUFIC is the surety on Bond No. 346-142.

9 5.

10 At all material times, certain improvements (the "Improvement") have been constructed
11 on or under the Property. The whole of the Property is necessary for the convenient use and
12 occupation of the Improvement.

13 6.

14 HDD was a subcontractor to SNC-Lavalin for the construction of the Improvement. On
15 or about April 3, 2017, SNC-Lavalin entered into a written subcontract (the "Subcontract") with
16 HDD whereby it requested and employed HDD to furnish certain labor, materials, and
17 equipment for the construction of the Improvement and agreed to make payment to HDD
18 therefore.

19 7.

20 From on or about July 1, 2017 through on or about November 17, 2017, at the specific
21 request of SNC-Lavalin, HDD performed labor upon, and furnished equipment and materials
22 used in the construction of the Improvement and incorporated in the Improvement for the
23 benefit of the Improvement and the Property.

24 8.

25 During the course of construction of the Improvement, SNC-Lavalin made changes and
26 additions to HDD's work. The total unpaid amount for work performed by HDD is

1 \$5,047,119.46.

2 9.

3 HDD has fully performed all of the terms and conditions of the Subcontract and all
4 conditions precedent on its part to be performed or otherwise has been excused from the
5 same.

6 **FIRST CLAIM FOR RELIEF**

7 **(Foreclosure of Construction Lien)**

8 For a First Claim for Relief against defendants SNC-Lavalin and NUFIC, HDD alleges as
9 follows:

10 10.

11 HDD incorporates and re-alleges paragraphs 1 through 9.

12 11.

13 On January 22, 2018, within seventy-five (75) days after the last date on which HDD
14 furnished labor, materials and/or equipment to be used or incorporated in the Improvement,
15 HDD filed with the recording officer of Columbia County, Oregon a claim of construction lien
16 containing true statements of its demand after deducting all just credits and offsets, the name
17 of the owner or reputed owner of the real property and Improvement, and the name of the
18 person who employed HDD to furnish said labor, materials and/or equipment and to perform
19 said Subcontract, together with the description of the real property to be charged with a lien
20 sufficient for identification, including the address, which claim of lien was verified with the oath
21 of a person having knowledge of the facts (the "Lien"). A true and correct copy of the Lien is
22 attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein.

23 12.

24 Within twenty (20) days after the date of filing the Lien, HDD caused a notice to be
25 mailed to all proper parties by certified mail, return receipt requested, stating that a claim of
26 lien had been filed and enclosing true copies thereof. Pursuant to ORS 87.057, more than ten

(10) days prior to the date on which it commenced this foreclosure action, HDD caused to be transmitted a written notice to all proper parties of its intent to foreclose the Lien unless payment was made within ten (10) days.

13.

After deducting all just credits or offsets to which SNC-Lavalin is entitled, HDD is owed the sum of \$5,047,119.46, together with interest thereon at the highest rate allowed by law from the date due until the date paid, which remains due and owing from SNC-Lavalin to HDD and is the agreed and reasonable value of the labor, materials and equipment performed and furnished by HDD.

14.

HDD is further entitled to an award of its reasonable attorney fees and costs, including the fee for recording the Lien, and the cost for the title reports ordered as a result of this action.

15.

On February 16, 2018, defendant SNC-Lavalin, as principal, and defendant NUFIC, as surety, filed with the Recording Officer of Columbia County, Oregon as Document No. 2018-001397 and served Bond Number 346-142 pursuant to ORS 87.076, et. seq., a copy of which is attached hereto and incorporated herein as Exhibit 2 (the "Bond"). The Bond has the effect of freeing the Improvement and Property from the Lien, and the Lien now attaches to the Bond. The Bond was executed by defendants SNC-Lavalin and NUFIC and binds both of them to pay all amounts due and owing HDD up to the full penal sum of the Bond for HDD's work on the Project, including but not limited to its attorney fees and costs.

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SECOND CLAIM FOR RELIEF

(Breach of Contract)

For a Second Claim for Relief against defendant SNC-Lavalin, HDD alleges as follows:

16.

HDD incorporates and re-alleges paragraphs 1 through 3, and 5 through 15.

17.

HDD performed all of the work in accordance with the terms of the Subcontract or otherwise been excused from the same.

18.

SNC-Lavalin breached the Subcontract by:

- a) Failing and refusing to pay HDD all amounts due under the Subcontract;
- b) Failing to make timely progress payments;
- c) Failing to issue change orders in accordance with the Subcontract; and
- d) Failing to make timely final payment.

19.

As a result of SNC-Lavalin's breaches of the Subcontract, and after deducting all credits or offsets to which SNC-Lavalin is entitled, HDD has been damaged in the sum of \$5,047,119.46, which remains due and owing from SNC-Lavalin to HDD, together with attorney fees and interest thereon at the highest rate allowed by law from the date due until the date paid.

THIRD CLAIM FOR RELIEF

(Quantum Meruit)

For a Third Claim for Relief against defendant SNC-Lavalin, HDD alleges as follows:

20.

HDD incorporates and re-alleges paragraphs 1 through 3, 5, 7, and 8.

21.

HDD, at the request of SNC-Lavalin, furnished certain goods and services necessary for

the construction of portions of the Improvement, and SNC-Lavalin benefited from such goods and services.

22.

SNC-Lavalin would be unjustly enriched were it permitted to retain the goods and services provided to it by HDD without payment.

23.

SNC-Lavalin is therefore now indebted to HDD in the sum of not less than \$5,047,119.46, plus interest thereon at the highest rate allowed by law from the date due until the date paid, which is the reasonable value of the goods and services rendered to SNC-Lavalin by HDD.

FOURTH CLAIM FOR RELIEF

(Private Prompt Payment)

For a Fourth Claim for Relief against defendant SNC-Lavalin, HDD alleges as follows:

24.

HDD incorporates and re-alleges paragraphs 1 through 3, and 5 through 23.

25.

Pursuant to ORS 701.630, HDD is entitled to interest on all amounts due and owing it from SNC-Lavalin at the rate specified in ORS 701.630(6).

26.

Pursuant to ORS 701.630(7), HDD is also entitled to its costs and reasonable attorney fees incurred in collecting interest.

27.

MEDIATION

The Subcontract provides for mediation of all disputes. HDD has communicated its request to mediate this dispute to SNC-Lavalin, and remains amenable to mediation.

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28.

ARBITRATION

The Subcontract between the parties also provides for arbitration of all disputes. In accordance with the Subcontract, this matter should be abated and transferred to private binding arbitration.

WHEREFORE, HDD prays for judgment as follows:

1. On its First Claim for Relief:

a) Foreclosing the Lien, which is attached to the Bond, in the amount of \$5,047,119.46, plus interest thereon at the highest rate allowed by law from the date due until the date paid, together with HDD's reasonable attorney fees, and other costs and disbursements incurred herein; and

b) For an order that the above-described sums be paid and satisfied out of the Bond; and

2. On its Second Claim for Relief, for judgment against SNC-Lavalin in the sum of \$5,047,119.46, plus interest thereon at the highest rate allowed by law from the date due until the date paid, together with HDD's reasonable attorney fees, and other costs and disbursements incurred herein; and

3. On its Third Claim for Relief, for judgment against SNC-Lavalin in the sum of \$5,047,119.46, plus interest thereon at the highest rate allowed by law from the date due until the date paid, together with HDD's costs and disbursements incurred herein;

4. On its Fourth Claim for Relief, for a judgment against SNC-Lavalin in the sum of \$5,047,119.46, plus interest thereon at the highest rate allowed by law from the date due until the date paid, together with HDD's reasonable attorney fees, and other costs and disbursements incurred herein; and

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///

1 5. Any other relief to which HDD is entitled or which the Court deems just
2 and proper.

3 DATED: March 26, 2018

4 SEIFER, YEATS, ZWIERZYNSKI & GRAGG, LLP

5 s/ Dan Gragg

6 Dan Gragg, OSB 96066

7 gragg@seifer-yeats.com

8 Tara M. Johnson, OSB 064356

9 taraj@seifer-yeats.com

10 Andrew MacKendrick, OSB 141022

11 amm@seifer-yeats.com

12 Of Attorneys for The H.D.D. Company, Inc. A Corporation
13 of Oregon

14 Trial Attorney: Dan Gragg, OSB 96066
15
16
17
18
19
20
21
22
23
24
25
26

The H.D.D. Company, Inc., a Corporation of Oregon
 3161 Cameron Park Drive Suite 215
 Cameron Park, CA 95682-1028

Lien Claimant

Northwest Natural Gas Company
 220 NW 2nd Avenue
 Portland, Oregon 97209

Portland General Electric Company
 121 SW Salmon Street
 Portland, Oregon 97204

Owner(s)

After recording, return to:
 Dan Gragg
 Seifer, Yeats, Zwierzynski & Gragg, LLP
 121 SW Morrison St., Suite 1025
 Portland, OR 97204

COLUMBIA COUNTY, OREGON **2018-00614**
 MR-CL
 Cnt=1 Pgs=14 HUSERB **01/22/2018 04:22:00 PM**
 \$70.00 \$11.00 \$20.00 **\$101.00**

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon,
 certify that the instrument identified herein was recorded in the Clerk
 records.

Elizabeth E. Huser - County Clerk

First American Title Accommodation
 Recording Assumes No Liability

FATCO: NWA1801-010

CLAIM OF CONSTRUCTION LIEN
(Amount of Lien - \$5,047,119.46)

KNOW ALL PERSONS BY THESE PRESENTS, that The H.D.D. Company, Inc. a Corporation of Oregon, hereinafter called Claimant, has performed labor, transported and furnished materials and/or rented equipment under a contract between Claimant and SNC-Lavalin Constructors Inc., which was the owner's construction agent, general contractor, and/or entity having charge of the construction for that certain improvement commonly known as the North Mist Expansion Project ("the Project"), and situated upon certain land located in the County of Columbia, State of Oregon, which is the site of the improvement, all as more particularly described in Attachment A to this lien.

The name of the owners or reputed owners of the land, or other interest in the real property, are: Northwest Natural Gas Company and Portland General Electric Company.

The name of the owners or reputed owners of the improvement are: Northwest Natural Gas Company and Portland General Electric Company.

The names of the persons who employed Claimant, and to whom materials were furnished and for whom labor was performed and equipment rented, are SNC-Lavalin Constructors Inc.

The persons just named, at all times herein mentioned, had knowledge of the construction.

Claimant commenced performance of its contract on about July 1, 2017, provided and furnished all labor, materials and equipment required by the contract and actually used in the construction of the improvement, and completed the contract, change orders, and other directed additional work on about November 17, 2017, after which Claimant ceased to provide labor, transport or furnish materials and/or rent equipment for the improvement.

The following is a true statement of Claimant's demand after deducting all just credits and offsets, to wit:

The agreed and reasonable value of claimant's labor,

materials and equipment, and the contract price including change orders and proper extras is in the sum of	\$5,960,252.29
Recording fees	\$ 56.00
Total	\$ 5,960,308.29
Less, all just credits and offsets	(\$ 913,188.83)
Balance due claimant	\$ 5,047,119.46*

(which includes labor in the amount of \$2,249,641.43, materials in the amount of \$918,829.22, and equipment of in the amount of \$1,872,757.94)

* Together with attorney fees and interest on the principal balance of \$5,047,119.46 at: (1) the rate of 18% per annum pursuant to ORS 701.625; (2) the rate of 12% per annum pursuant to ORS 701.420; or (3) the legal rate of 9% per annum from the date due until paid, whichever is greater.

Claimant claims a perfected lien for the amount last stated upon the improvement and upon the site, to wit: the improvement itself and the land upon which the improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the site, to be determined by the court at the time of the foreclosure of this lien, including without limitation that portion of the Project consisting of the 16" natural gas pipeline and the associated HDPE and steel conduit for fiber optic cable, extending from the southern most point of HDD Crossing/Bore #1 to the northern most point of HDD Crossing/Bore #8, together with any and all right, title and interest of Northwest Natural Gas Company and/or Portland General Electric Company in the construction right-of-way, easement, or other property interest within which the pipeline and fiber optic cable are located.

Dated this 19th day of January, 2018

THE H.D.D. COMPANY, INC., A CORPORATION OF OREGON

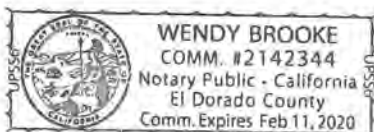
By: Jeremy King
Jeremy King
Its: Vice President

STATE OF California
County of El Dorado) ss.

I, Jeremy King, being first duly sworn, depose and say: I am the authorized representative of Claimant named in the foregoing instrument. I have knowledge of the facts set forth therein. All statements made in this instrument are true and correct as I verily believe.

Jeremy King
Jeremy King

Subscribed and sworn to before me on the 19th day of January, 2018 by Jeremy King.



Wendy Brooke
Notary Public for State of California
My commission expires: Feb 11, 2020

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

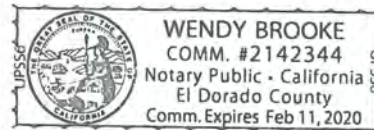
State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this 19th day of January,
2018 by Jeremy King

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Wendy Brooke
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Claim of Construction Lien

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

ATTACHMENT A

Claim of Construction Lien of The HDD Company, Inc.

North Mist Expansion Project

General Description of the Improvement and Work Performed by Claimant: The North Mist Expansion Project ("the Project") is generally described as construction of a new natural gas compressor station and an approximately 13 mile long natural gas transmission pipeline to connect the new compressor station with the Portland General Electric (PGE) Port Westward Industrial Park, north of Clatskanie. Claimant furnished labor, equipment and materials used in the construction of the pipeline portion of the Project, more specifically labor, equipment and materials to drill and install by horizontal directional drilling approximately 24,852 feet of 16" steel pipe for conveyance of natural gas, together with associated HDPE and steel conduit for fiber optic cable, at eight separate locations along the pipeline route.

Location of the Eight Crossings Installed by Claimant by directional drilling: The entry and exit points for each of the eight crossings constructed by Claimant are stated below.

HDD Crossing/Bore #1

Entry LAT. N46° 07'18.4386"
 LONG. W123° 13'56.2638"
 N. 906833.77580
 E. 7509335.48600
 Exit LAT. N46° 06'59.6953"
 LONG. W123° 14'02.9917"
 N. 904952.15267
 E. 7508797.57950
 Length 1,957' (approximate)

HDD Crossing/Bore #2

Entry LAT. N46° 07'18.4386"
 LONG. W123° 13'56.2638"
 N. 906833.77580
 E. 7509335.48600
 Exit LAT. N46° 07'28.4224"
 LONG. W123° 13'14.2133"
 N. 907744.64817
 E. 7512330.01627
 Length 3,130' (approximate)

HDD Crossing/Bore #3

Entry LAT. N46° 07'54.4786"
 LONG. W123° 12'57.9613"
 N. 910344.21281
 E. 7513562.87382
 Exit LAT. N46° 07'28.4324"

LONG. W123* 13'14.1715"
N. 907745.55448
E. 7512332.99583
Length 2,875' (approximate)

HDD Crossing/Bore #4

Entry LAT. N46* 07'58.1397"
LONG. W123* 12'37.9562"
N. 910667.57145
E. 7514983.49189
Exit LAT. N46* 08'34.5155"
LONG. W123* 12'38.0153"
N. 914350.63490
E. 7515102.94312
Length 3,685' (approximate)

HDD Crossing/Bore #5

Entry LAT. N46* 08'34.5933"
LONG. W123* 12'37.9439"
N. 914358.33868
E. 7515108.22611
Exit LAT. N46* 09'04.2077"
LONG. W123* 12'05.9899"
N. 917281.36516
E. 7517457.35707
Length 3,750' (approximate)

HDD Crossing/Bore #6

Entry LAT. N46* 09'04.2292"
LONG. W123* 12'05.9667"
N. 917283.48741
E. 7517459.06265
Exit LAT. N46* 09'35.0629"
LONG. W123* 11'32.7965"
N. 920327.39242
E. 7519897.22636
Length 3,900' (approximate)

HDD Crossing/Bore #7

Entry LAT. N46* 10'03.9493"
LONG. W123* 11'03.7462"
N. 923184.07027
E. 7522038.32226
Exit LAT. N46* 09'35.0629"

LONG. W123* 11'32.7965"
N. 920327.39242
E. 7519897.22636
Length 3,570' (approximate)

HDD Crossing/Bore #8

Entry LAT. N46* 10'03.9910"
LONG. W123* 11'03.7042"
N. 923188.19302
E. 7522041.41204
Exit LAT. N46* 10'15.1410"
LONG. W123* 10'40.5129"
N. 924262.95528
E. 7523710.27725
Length 1,985' (approximate)

At the location of each HDD crossing/bore, the 16" steel natural gas pipeline and the associated HDPE and the steel conduit for fiber optic cable extend in approximately a straight line between the entry point to the exit point at various depths, within a 10' construction right-of-way, easement, or other property interest owned or acquired by Northwest Natural Gas Company and/or Portland General Electric Company.

The locations of the Project and the eight HDD crossings/bores constructed by Claimant are further identified in the drawings attached hereto and identified as Exhibit 1 to this Attachment A.

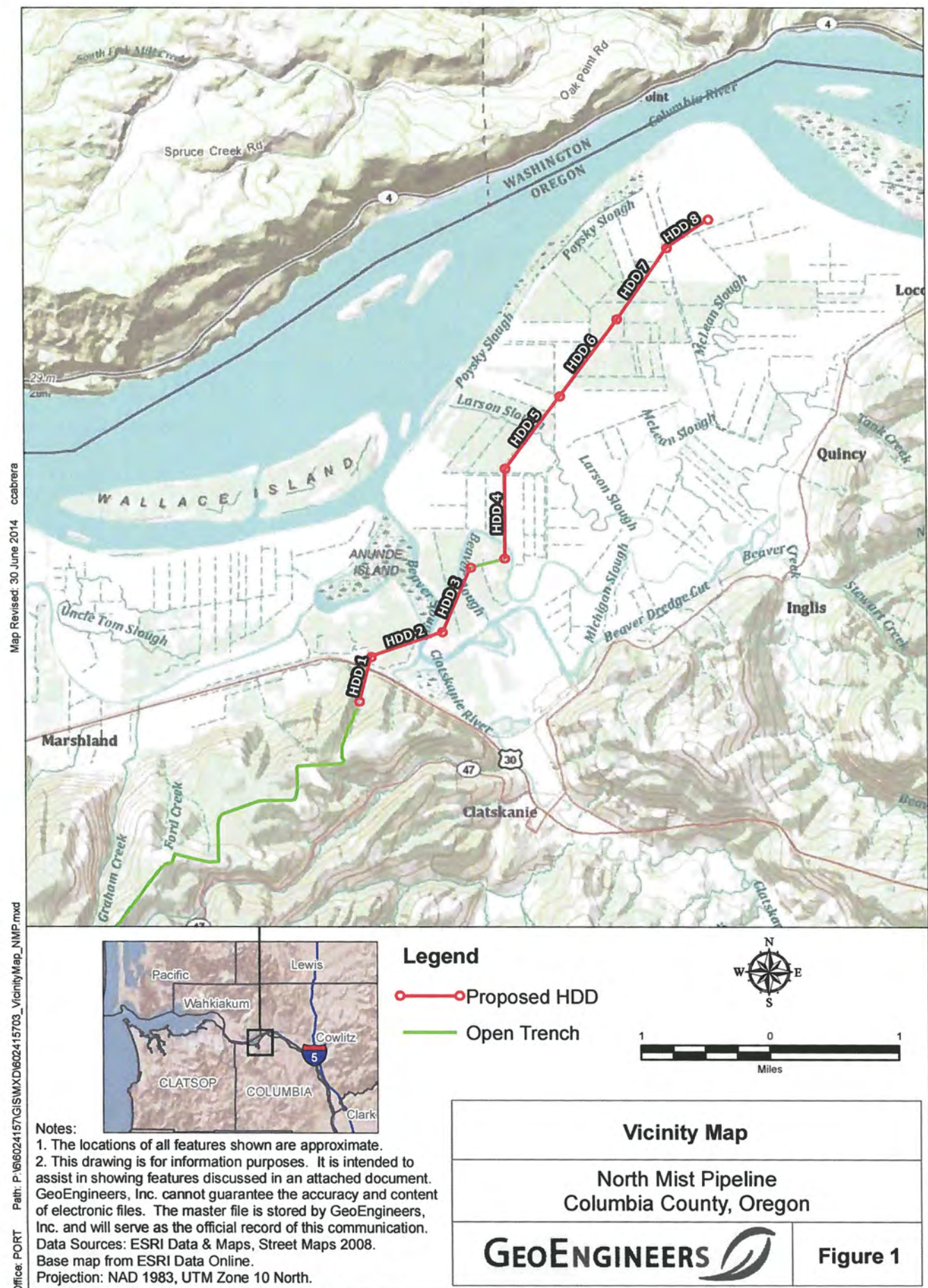
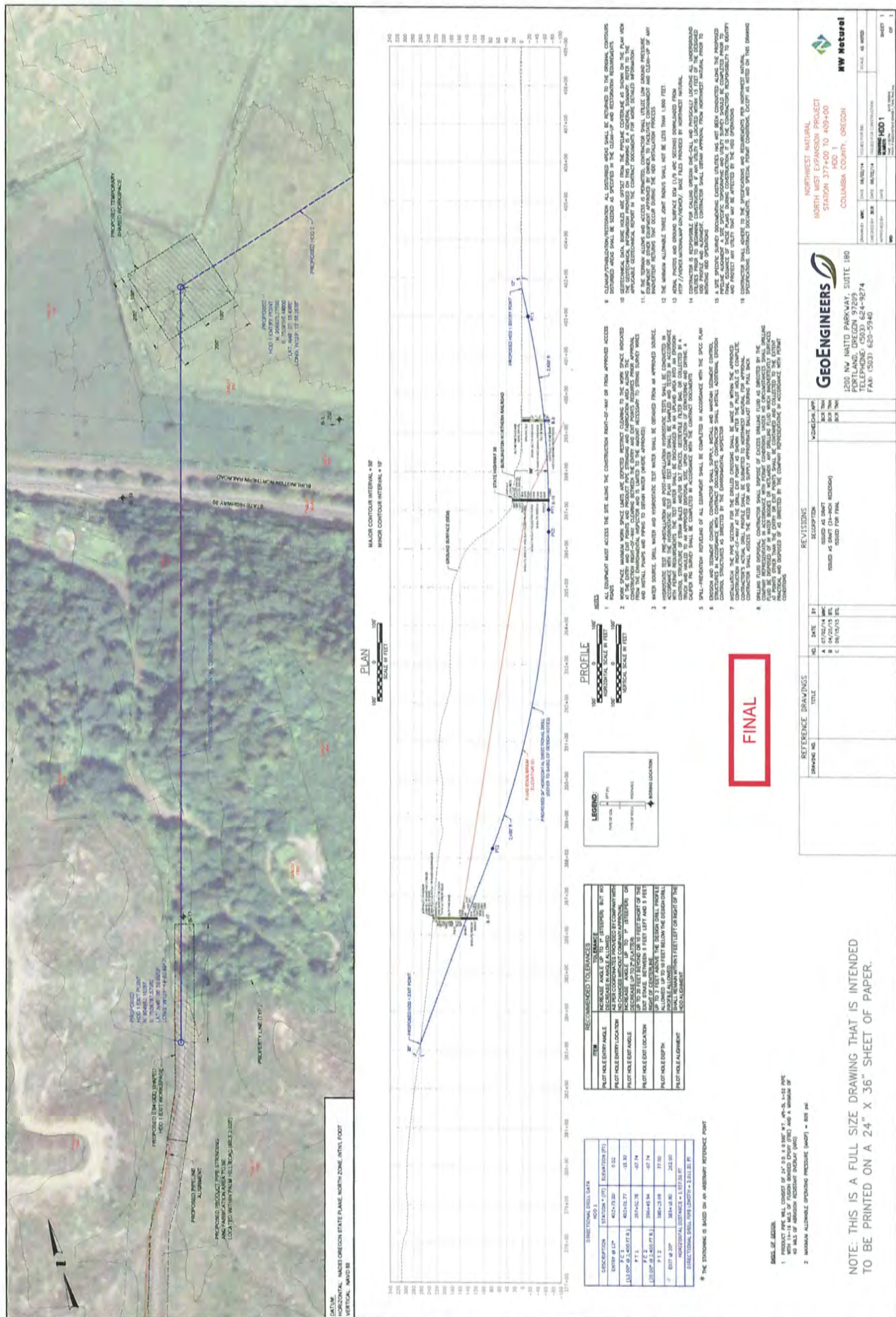
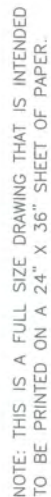


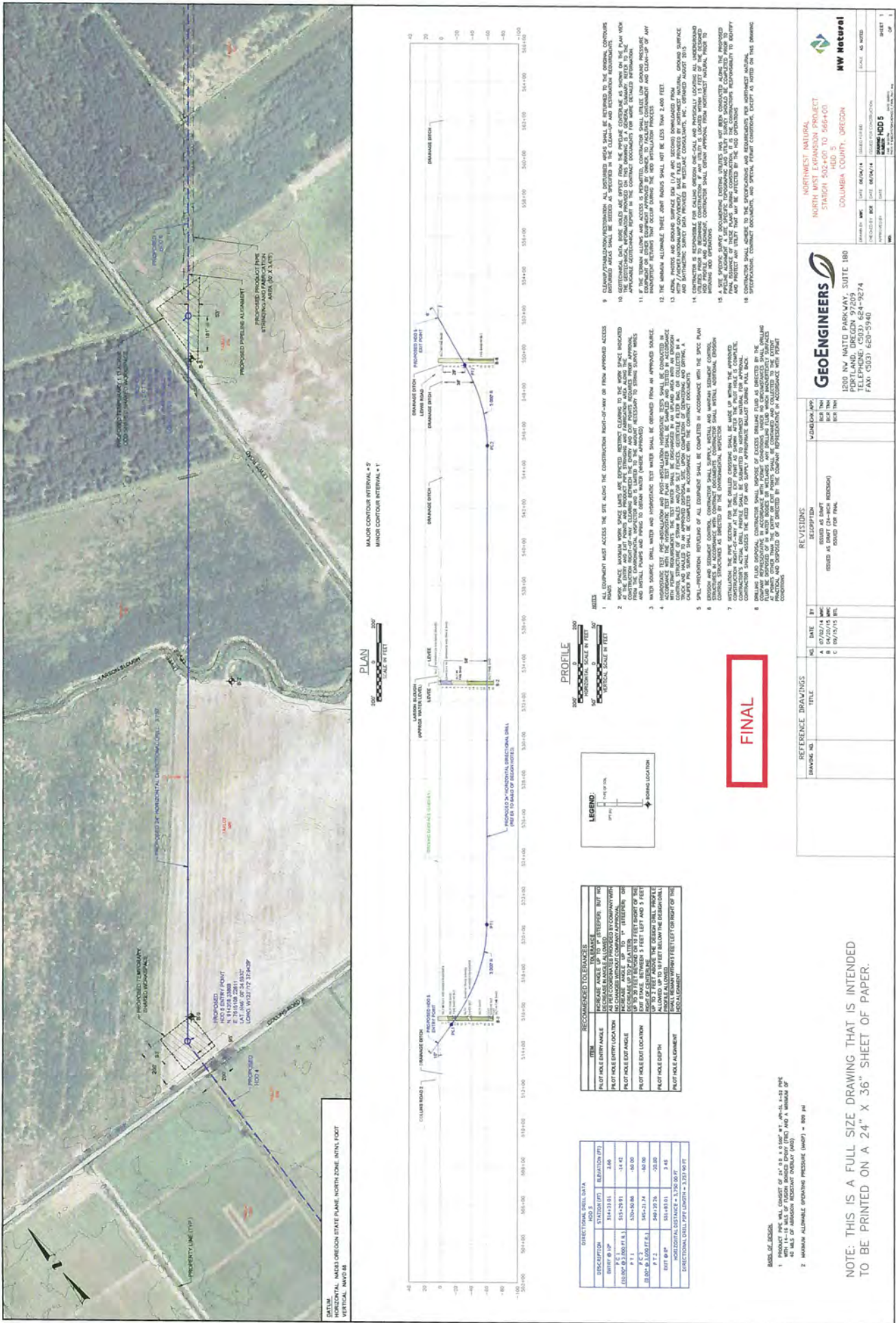
EXHIBIT 1 TO ATTACHMENT A

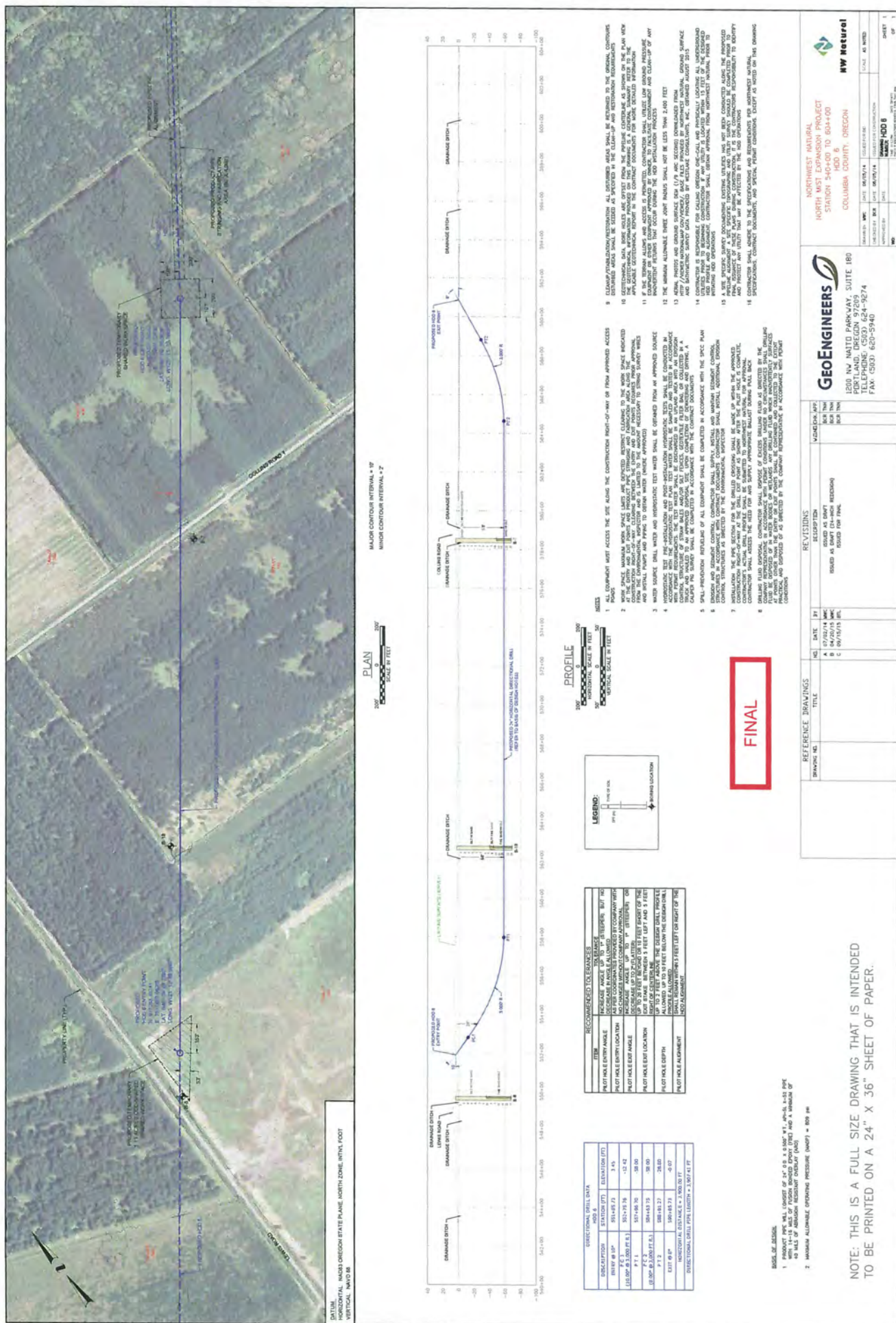


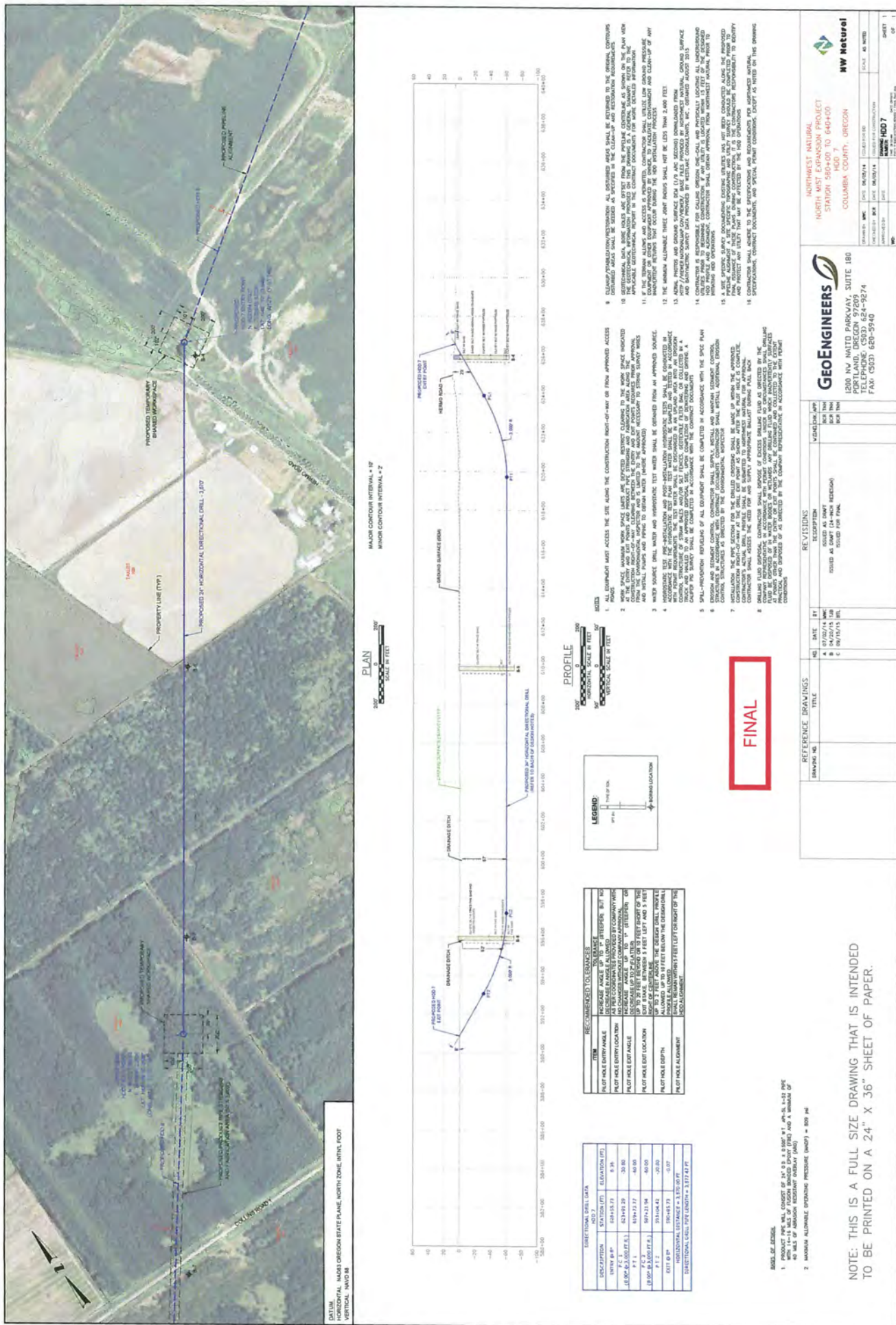


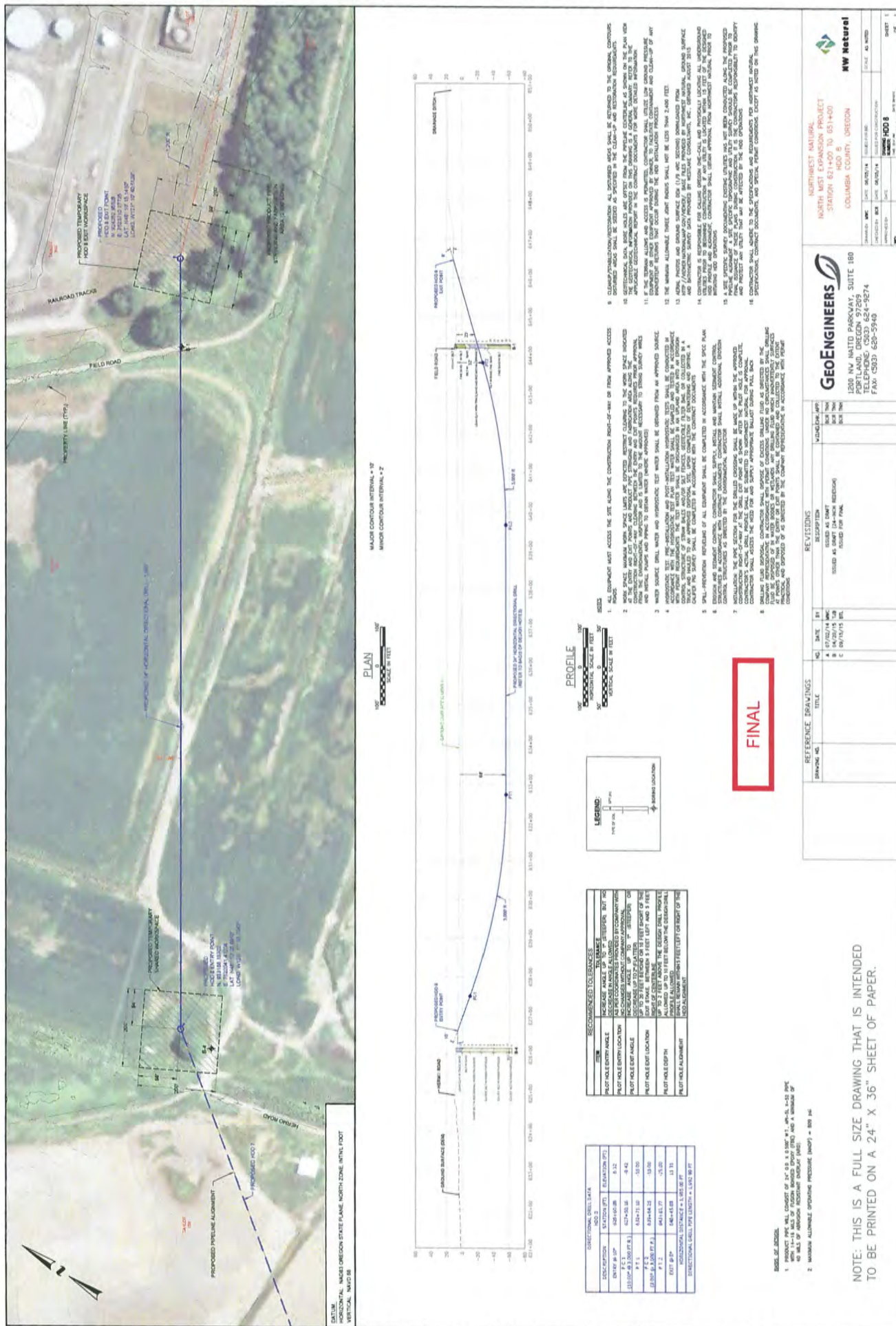












Bond No. 346-142

**BOND FOR RELEASE OF CONSTRUCTION
LIEN (Pursuant to ORS §§ 87.076 - .088)***Lien Claimant's Name and Address:*

The H.D.D. Company, Inc., a Corp. of Oregon
3161 Cameron Park, CA 95682-1028

Owner's Name and Address

Northwest Natural Gas Company
220 NW 2nd Ave.
Portland, OR 97209

Portland General Electric Company
121 SW Salmon St.
Portland, OR 97204

After recording, return to:

Lawrence A. Dany III
David Baay
Eversheds-Sutherland (US) LLP
1001 Fannin St #3700
Houston, TX 77002

COLUMBIA COUNTY, OREGON **2018-001397**
MR-LRE
Cnt=1 Pgs=19 HUSERB 02/16/2018 03:09:45 PM
\$95.00 \$11.00 \$20.00 = \$126.00



00242185201800013970190196

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

KNOW ALL BY THESE PRESENTS that we, SNC-LAVALIN CONSTRUCTORS INC., as Principal, and NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA, as Surety, are held and firmly bound unto The H.D.D. Company, Inc., as Obligee, in the sum of Seven Million, Five Hundred Seventy Thousand, Six Hundred Seventy Nine and 19/100 DOLLARS (\$7,570,679.19) to the payment of which we bind ourselves, our heirs, executors and successors, jointly and severally.

The Obligee is the claimant under a certain claim of construction lien ("Lien") in the sum of Five Million, Forty Seven Thousand, One Hundred Nineteen and 46/100 DOLLARS (\$5,047,119.46) recorded on January 22, 2018, in the Records of Columbia County, Oregon, as Document No. 2018-00614, with respect to labor upon, or services for, or the transporting or furnishing of materials to be used in, and/or the renting of equipment used in the construction of an improvement commonly known as The North Mist Expansion Project, and situated upon certain land located in the County of Columbia, State of Oregon, which is the site of the improvement, as more fully described in Exhibit A, attached hereto and

incorporated herein by reference, and as set forth with particularity in the claim of Lien.

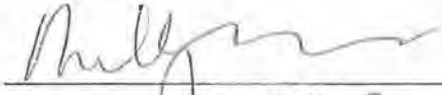
The Principal disputes the correctness or validity of such claim of Lien and desires to execute and record a bond to free the above described real property from the effect of the Lien and any action brought to foreclose it, pursuant to ORS §§ 87.076 - .088. This bond shall pay the amount of the claim and all costs and attorney fees that are awarded against the improvement or land on account of the Lien, if any, up to the penal limit of this bond.

If the Principal or any other person or entity shall pay the amount of the claim and all costs and attorney fees that are awarded against the improvement or land on account of the Lien, then this obligation shall be void. Otherwise, it shall remain in full force and effect.

DATED: January 30, 2018.

SNC-Lavalin Constructors Inc.

By



 MELLOY BAKER Name / Title PROJECT MANAGER

NATIONAL UNION FIRE INSURANCE COMPANY OF
 PITTSBURGH, PA

By



 Danielle M. Bechard - Attorney-in-Fact

POWER OF ATTORNEY

American Home Assurance Company
 National Union Fire Insurance Company of Pittsburgh, PA.
 Principal Bond Office, 175 Water Street, New York, NY 10038

Power No. 30370

No. 01-B-23777

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

—Jeannette Porini, Stacy Rivera, Sue Saunders, Aiza Lopez, Danielle M. Bechard,
 Erin L. Kiernan, Aimee Perondine, Jennifer Garten, Melissa Stanton, of Hartford, Connecticut—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 25th day of May, 2016



Michael C. Fay

Michael C. Fay, Vice President

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.

On this 25th day of May, 2016, before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

Juliana Hallenbeck

JULIANA HALLENBECK
 Notary Public - State of New York
 No. 01HA6125671
 Qualified in Bronx County
 My Commission Expires April 18, 2017

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Martin Bogue, Assistant Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 30th day of January, 2018

Martin Bogue

Martin Bogue, Assistant Secretary



65166 (4/96)

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COLUMBIA,
STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

The H.D.D. Company, Inc., a Corporation of Oregon
 3161 Cameron Park Drive Suite 215
 Cameron Park, CA 95682-1028

Lien Claimant

Northwest Natural Gas Company
 220 NW 2nd Avenue
 Portland, Oregon 97209

Portland General Electric Company
 121 SW Salmon Street
 Portland, Oregon 97204

Owner(s)

After recording, return to:
 Dan Gragg
 Selfer, Yeats, Zwierzynski & Gragg, LLP
 121 SW Morrison St., Suite 1025
 Portland, OR 97204

COLUMBIA COUNTY, OREGON **2018-00614**
 MR-CL
 Cnt=1 Pgs=14 HUSERB 01/22/2018 04:22:00 PM
 \$70.00 \$11.00 \$20.00 **\$101.00**

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon,
 certify that the instrument identified herein was recorded in the Clerk
 records.

Elizabeth E. Huser - County Clerk

First American Title Accommodation
 Recording Assumes No Liability

FATCO: NWA1801-010

CLAIM OF CONSTRUCTION LIEN

(Amount of Lien - \$5,047,119.46)

KNOW ALL PERSONS BY THESE PRESENTS, that The H.D.D. Company, Inc. a Corporation of Oregon, hereinafter called Claimant, has performed labor, transported and furnished materials and/or rented equipment under a contract between Claimant and SNC-Lavalin Constructors Inc., which was the owner's construction agent, general contractor, and/or entity having charge of the construction for that certain improvement commonly known as the North Mist Expansion Project ("the Project"), and situated upon certain land located in the County of Columbia, State of Oregon, which is the site of the improvement, all as more particularly described in Attachment A to this lien.

The name of the owners or reputed owners of the land, or other interest in the real property, are: Northwest Natural Gas Company and Portland General Electric Company.

The name of the owners or reputed owners of the improvement are: Northwest Natural Gas Company and Portland General Electric Company.

The names of the persons who employed Claimant, and to whom materials were furnished and for whom labor was performed and equipment rented, are SNC-Lavalin Constructors Inc.

The persons just named, at all times herein mentioned, had knowledge of the construction.

Claimant commenced performance of its contract on about July 1, 2017, provided and furnished all labor, materials and equipment required by the contract and actually used in the construction of the improvement, and completed the contract, change orders, and other directed additional work on about November 17, 2017, after which Claimant ceased to provide labor, transport or furnish materials and/or rent equipment for the improvement.

The following is a true statement of Claimant's demand after deducting all just credits and offsets, to wit:

The agreed and reasonable value of claimant's labor,

materials and equipment, and the contract price	
including change orders and proper extras is in the sum of	\$5,960,252.29
Recording fees	\$ 56.00
Total	\$ 5,960,308.29
Less, all just credits and offsets	(\$ 913,188.83)
Balance due claimant	\$ 5,047,119.46*

(which includes labor in the amount of \$2,249,641.43, materials in the amount of \$918,829.22, and equipment of in the amount of \$1,872,757.94)

* Together with attorney fees and interest on the principal balance of \$5,047,119.46 at: (1) the rate of 18% per annum pursuant to ORS 701.625; (2) the rate of 12% per annum pursuant to ORS 701.420; or (3) the legal rate of 9% per annum from the date due until paid, whichever is greater.

Claimant claims a perfected lien for the amount last stated upon the improvement and upon the site, to wit: the improvement itself and the land upon which the improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on the site, to be determined by the court at the time of the foreclosure of this lien, including without limitation that portion of the Project consisting of the 16" natural gas pipeline and the associated HDPE and steel conduit for fiber optic cable, extending from the southern most point of HDD Crossing/Bore #1 to the northern most point of HDD Crossing/Bore #8, together with any and all right, title and interest of Northwest Natural Gas Company and/or Portland General Electric Company in the construction right-of-way, easement, or other property interest within which the pipeline and fiber optic cable are located.

Dated this 19th day of January, 2018

THE H.D.D. COMPANY, INC., A CORPORATION OF OREGON

By: Jeremy King

Jeremy King

Its: Vice President

STATE OF California
County of El Dorado ss.

I, Jeremy King, being first duly sworn, depose and say: I am the authorized representative of Claimant named in the foregoing instrument. I have knowledge of the facts set forth therein. All statements made in this instrument are true and correct as I verily believe.

Jeremy King
Jeremy King

Subscribed and sworn to before me on the 19th day of January, 2018 by Jeremy King.



Wendy Brooke
Notary Public for State of California
My commission expires: Feb 11, 2020

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

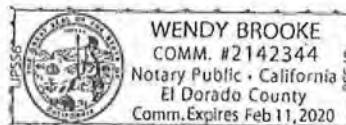
County of El Dorado

Subscribed and sworn to (or affirmed) before me on this 19th day of January,
2018 by Jeremy King

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Wendy Brooke
Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Claim of Construction Lien

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

ATTACHMENT A

Claim of Construction Lien of The HDD Company, Inc.

North Mist Expansion Project

General Description of the Improvement and Work Performed by Claimant: The North Mist Expansion Project ("the Project") is generally described as construction of a new natural gas compressor station and an approximately 13 mile long natural gas transmission pipeline to connect the new compressor station with the Portland General Electric (PGE) Port Westward Industrial Park, north of Clatskanie. Claimant furnished labor, equipment and materials used in the construction of the pipeline portion of the Project, more specifically labor, equipment and materials to drill and install by horizontal directional drilling approximately 24,852 feet of 16" steel pipe for conveyance of natural gas, together with associated HDPE and steel conduit for fiber optic cable, at eight separate locations along the pipeline route.

Location of the Eight Crossings Installed by Claimant by directional drilling: The entry and exit points for each of the eight crossings constructed by Claimant are stated below.

HDD Crossing/Bore #1

Entry LAT. N46° 07'18.4386"
 LONG. W123° 13'56.2638"
 N. 906833.77580
 E. 7509335.48600
 Exit LAT. N46° 06'59.6953"
 LONG. W123° 14'02.9917"
 N. 904952.15267
 E. 7508797.57950
 Length 1,957' (approximate)

HDD Crossing/Bore #2

Entry LAT. N46° 07'18.4386"
 LONG. W123° 13'56.2638"
 N. 906833.77580
 E. 7509335.48600
 Exit LAT. N46° 07'28.4224"
 LONG. W123° 13'14.2133"
 N. 907744.64817
 E. 7512330.01627
 Length 3,130' (approximate)

HDD Crossing/Bore #3

Entry LAT. N46° 07'54.4786"
 LONG. W123° 12'57.9613"
 N. 910344.21281
 E. 7513562.87382
 Exit LAT. N46° 07'28.4324"

LONG. W123* 13'14.1715"
 N. 907745.55448
 E. 7512332.99583
 Length 2,875' (approximate)

HDD Crossing/Bore #4

Entry LAT. N46* 07'58.1397"
 LONG. W123* 12'37.9562"
 N. 910667.57145
 E. 7514983.49189
 Exit LAT. N46* 08'34.5155"
 LONG. W123* 12'38.0153"
 N. 914350.63490
 E. 7515102.94312
 Length 3,685' (approximate)

HDD Crossing/Bore #5

Entry LAT. N46* 08'34.5933"
 LONG. W123* 12'37.9439"
 N. 914358.33868
 E. 7515108.22611
 Exit LAT. N46* 09'04.2077"
 LONG. W123* 12'05.9899"
 N. 917281.36516
 E. 7517457.35707
 Length 3,750' (approximate)

HDD Crossing/Bore #6

Entry LAT. N46* 09'04.2292"
 LONG. W123* 12'05.9667"
 N. 917283.48741
 E. 7517459.06265
 Exit LAT. N46* 09'35.0629"
 LONG. W123* 11'32.7965"
 N. 920327.39242
 E. 7519897.22636
 Length 3,900' (approximate)

HDD Crossing/Bore #7

Entry LAT. N46* 10'03.9493"
 LONG. W123* 11'03.7462"
 N. 923184.07027
 E. 7522038.32226
 Exit LAT. N46* 09'35.0629"

LONG. W123* 11'32.7965"
N. 920327.39242
E. 7519897.22636
Length 3,570' (approximate)

HDD Crossing/Bore #8

Entry LAT. N46* 10'03.9910"
LONG. W123* 11'03.7042"
N. 923188.19302
E. 7522041.41204
Exit LAT. N46* 10'15.1410"
LONG. W123* 10'40.5129"
N. 924262.95528
E. 7523710.27725
Length 1,985' (approximate)

At the location of each HDD crossing/bore, the 16" steel natural gas pipeline and the associated HDPE and the steel conduit for fiber optic cable extend in approximately a straight line between the entry point to the exit point at various depths, within a 10' construction right-of-way, easement, or other property interest owned or acquired by Northwest Natural Gas Company and/or Portland General Electric Company.

The locations of the Project and the eight HDD crossings/bores constructed by Claimant are further identified in the drawings attached hereto and identified as Exhibit 1 to this Attachment A.

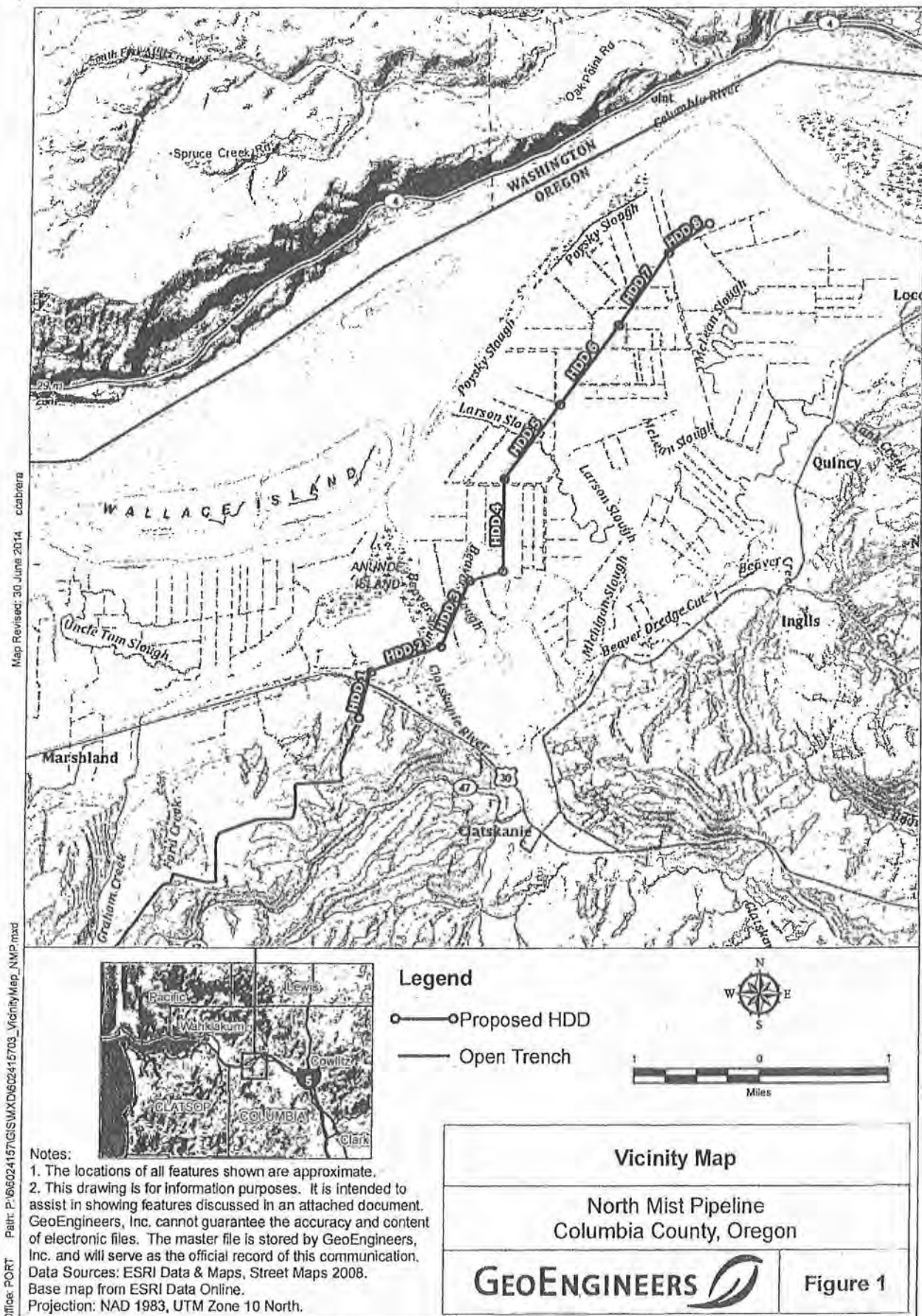
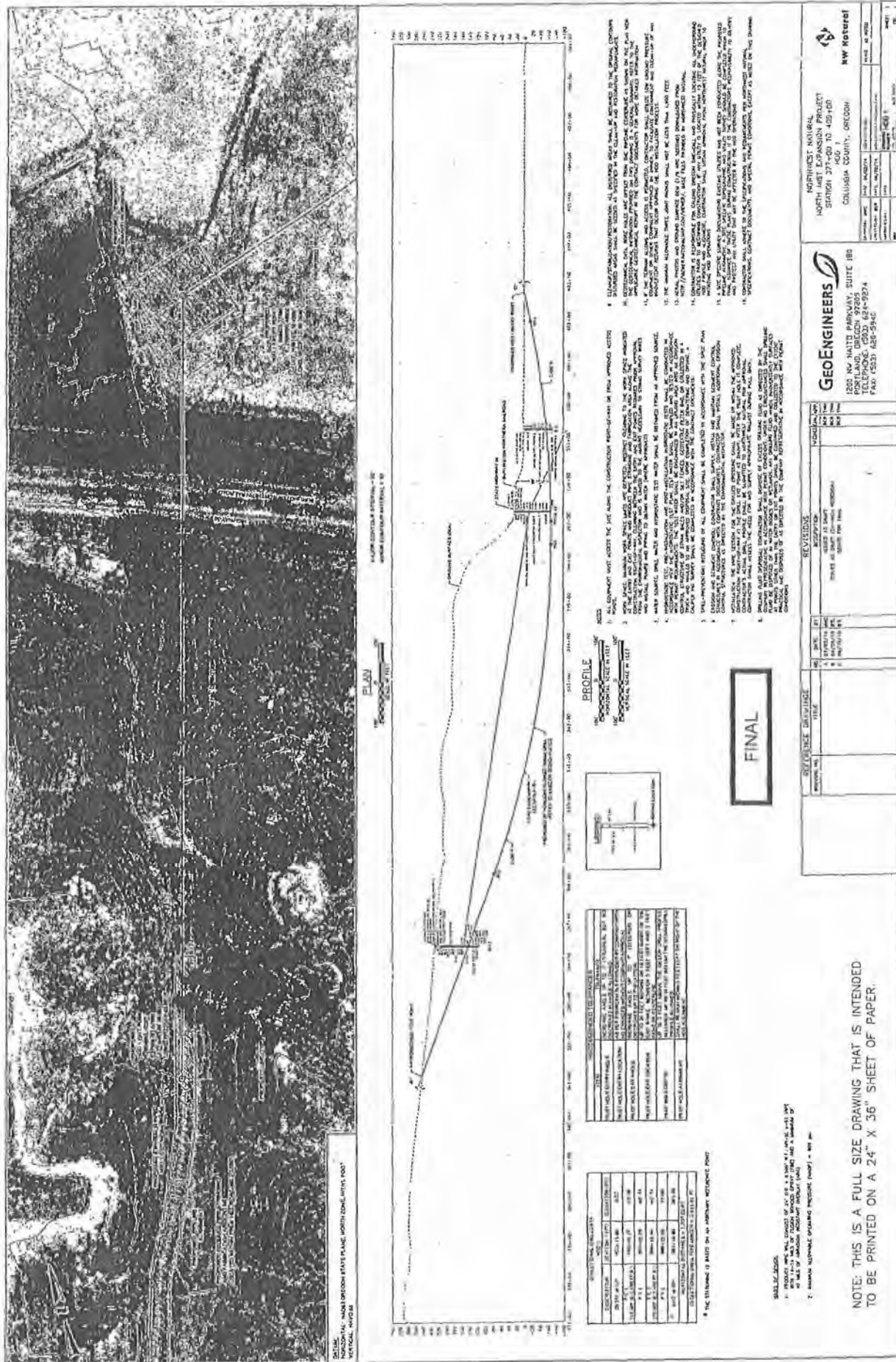
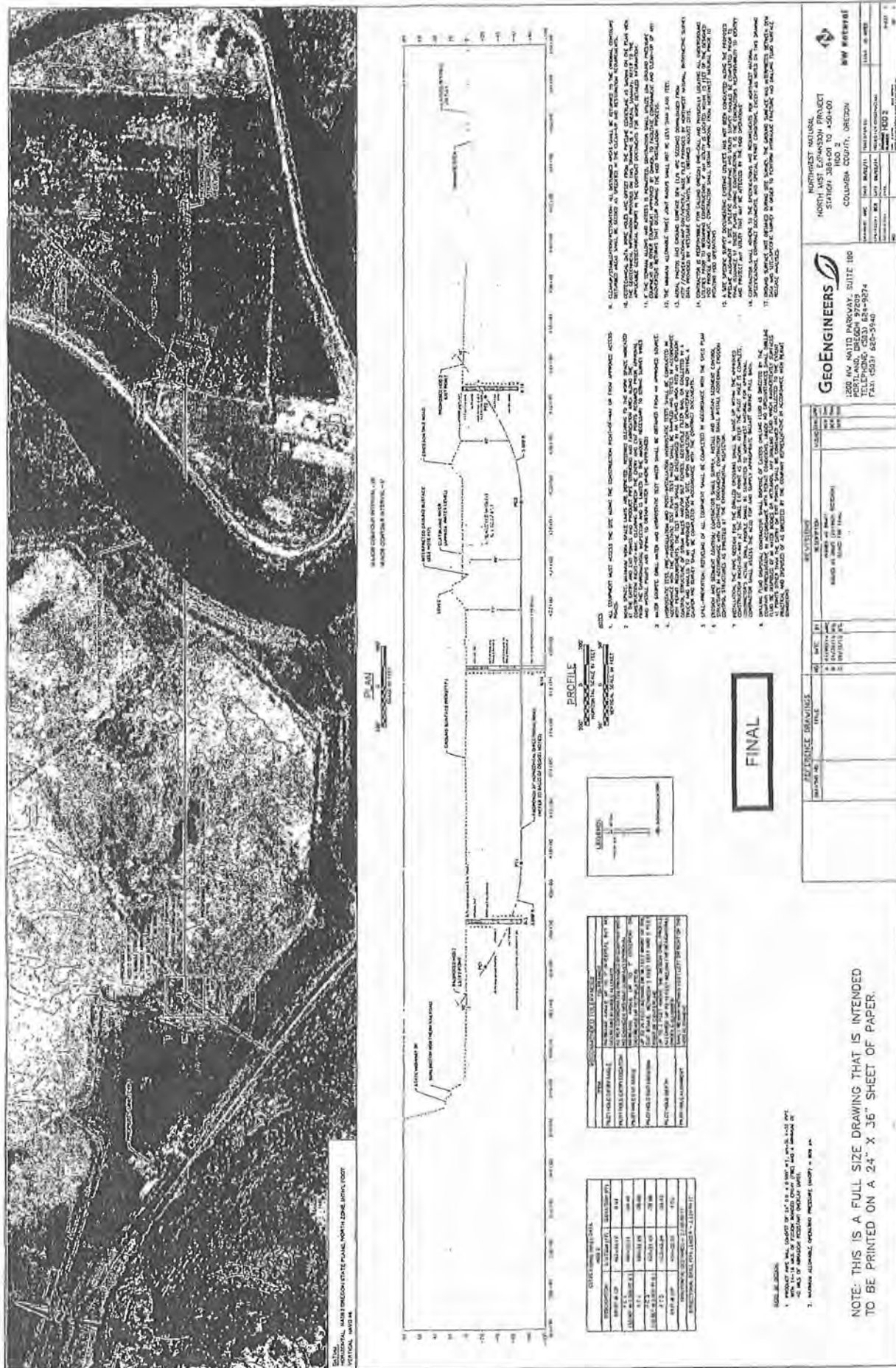
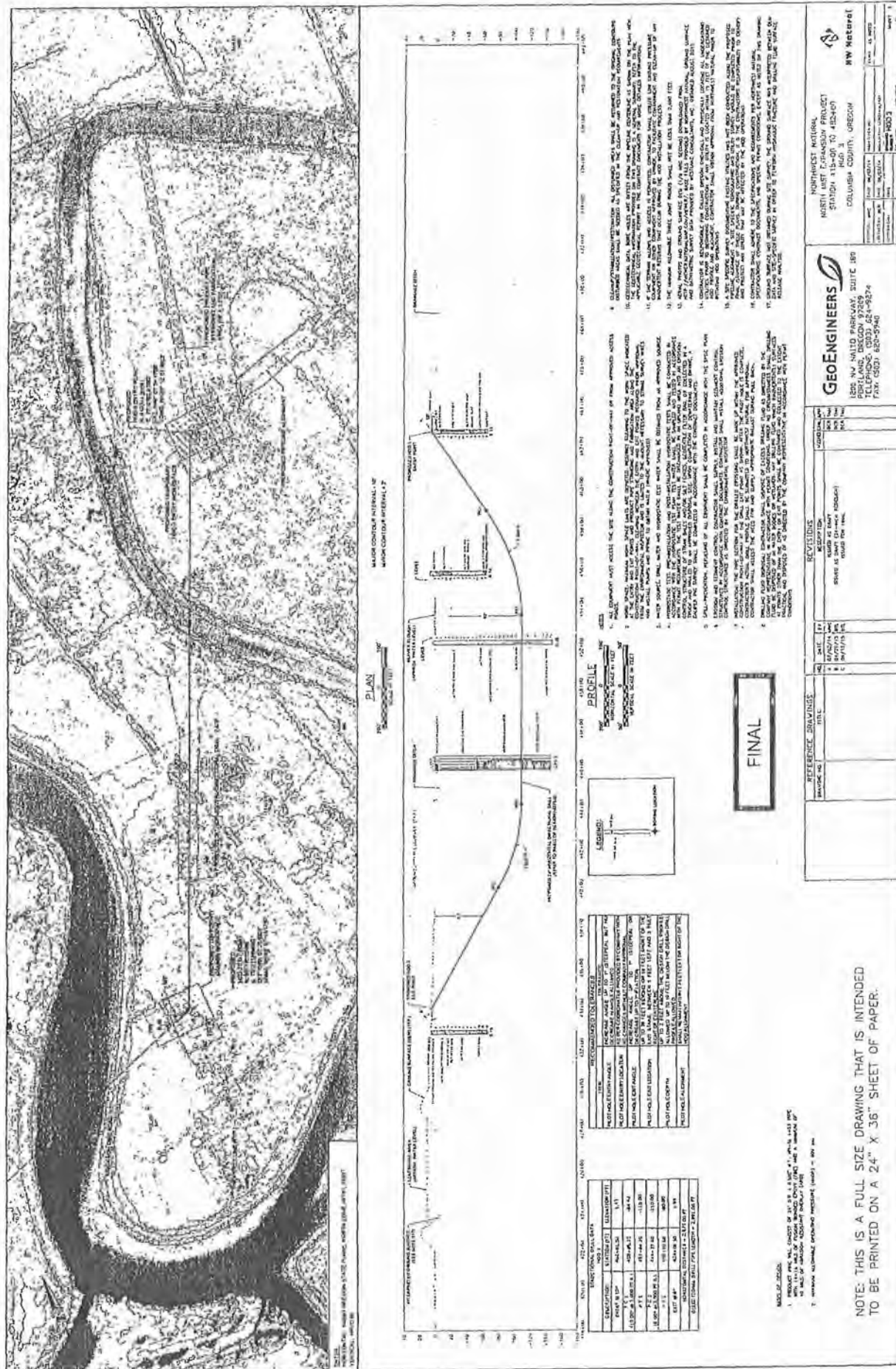
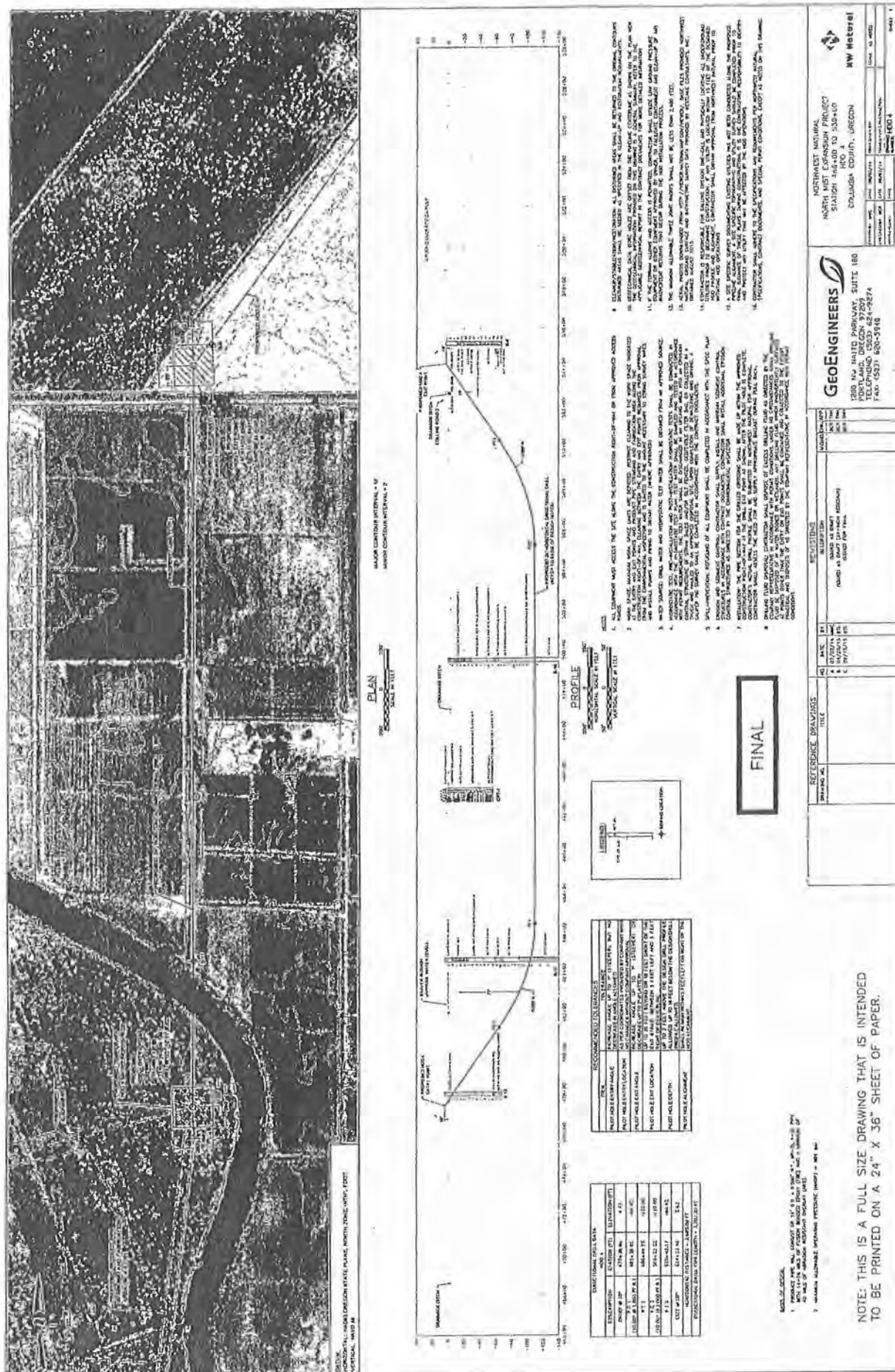


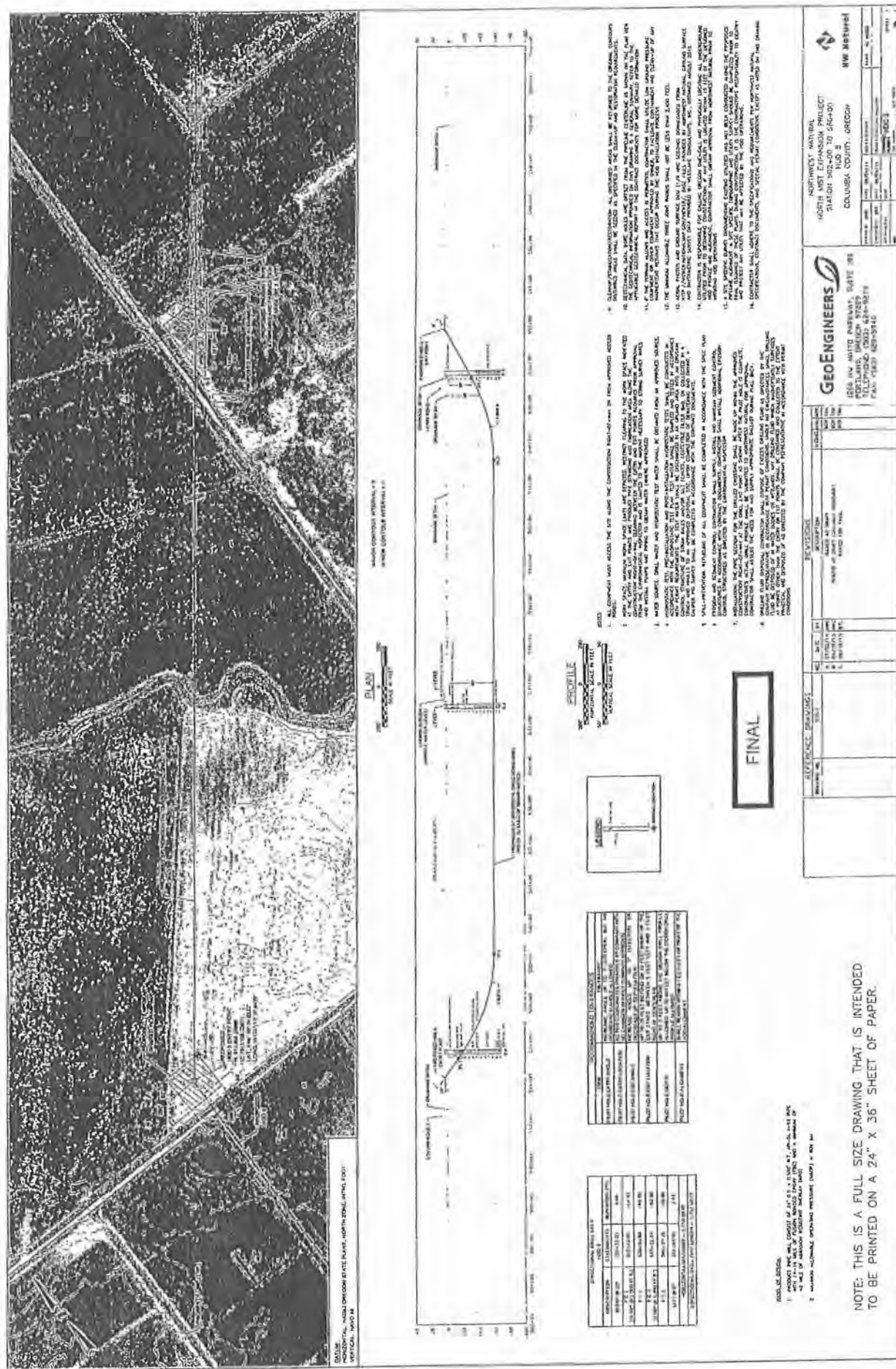
EXHIBIT 1 TO ATTACHMENT A











NOTE: THIS IS A FULL SIZE DRAWING THAT IS INTENDED TO BE PRINTED ON A 24" X 36" SHEET OF PAPER.

